

E-FILED 12/2/2010

JS-6

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

CHEMEX, LLC, a California limited
liability company,

Plaintiff,

vs.

PT KORMAC PRATAMA, an
Indonesia company; PT MEDIA
LINTAS BENUA, an Indonesia
limited liability company; FIRST
STATE BANK OF TEXAS, a Texas
financial institution; BANCINSURE,
INC., an Oklahoma corporation; and
DOES 1 through 10 inclusive,

Defendants.

Case No.: CV10 0738 DSF (AGRx)

Assigned to the Honorable Dale S. Fischer

**~~PROPOSED~~ JUDGMENT
PURSUANT TO STIPULATION**

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Plaintiff Chemex, LLC, a California Limited Liability Company (“Chemex”) having filed a Complaint in Interpleader against Defendants PT Kormac Pratama, an Indonesia limited liability company (“Kormac”), PT Media Lintas Benua, an Indonesia limited liability company (“Media”), First State Bank, a Texas financial institution (“First State Bank”), and BancInsure, Inc., an Oklahoma corporation (“BancInsure”) (collectively, “the Parties”); the Parties having stipulated to entry of judgment pursuant to their settlement of the dispute raised by this lawsuit; and the Court having adopted the terms of the Stipulation of Entry of Judgment as its findings of fact and conclusions of law, in conformity with such findings of fact and conclusions of law, and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

(i) The Parties have expressly submitted to this Court’s jurisdiction, and thus, personal jurisdiction over each party exists in this case. Further, this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1335.

(ii) Chemex, having properly interpleaded \$838,870.20 with the Clerk of the Court, is hereby (a) discharged from this action; (b) discharged from all counterclaims that were or could have been pled in this action; (c) discharged and released from all liability in connection with any claims or disputes that have arisen or could have arisen in connection with the agreements referenced in or related to Chemex’s Complaint in Interpleader filed in this action, which is attached as Exhibit 1 and hereby incorporated by reference as though set forth fully herein; and (d) discharged and released from all liability regarding the interpleaded funds, namely, the \$838,870.20 deposited by Chemex, LLC with the Clerk of the Court.

(iii) Chemex is entitled to and shall recover from the interpleaded stake on file with the Clerk of Court reasonable attorneys’ fees in the amount of \$53,000, as well as \$10,982.80, representing the portion of the pre-deposit interest on the

1 interpleaded stake to which Chemex is entitled by Chemex. Such amounts shall be
 2 payable on presentation of this Judgment Pursuant to Stipulation to the Fiscal
 3 Department of the United States District Court for the Central District of
 4 California.

5 (iv) Each of the Parties is permanently enjoined from instituting any
 6 further litigation in any forum whatsoever regarding the interpleaded funds in this
 7 action, or with regards to the facts and agreements forming the basis of Chemex's
 8 Complaint in Interpleader ("Permanent Injunction").

9 (v) No undertaking shall be required to be posted as security for the
 10 Permanent Injunction, and is specifically waived by the Parties.

11 (vi) Kormac and Media have been fully compensated in connection with
 12 the agreements related to Chemex's Complaint in Interpleader, as set forth in
 13 Kormac and Media's settlement agreement attached hereto as Exhibit 2, which is
 14 incorporated by reference as though set forth fully herein;

15 (vii) BancInsure and First State Bank are the only Defendants in this action
 16 entitled to the funds interpleaded with the Clerk of the Court by Chemex, with the
 17 exceptions otherwise noted in this Judgment Pursuant to Stipulation. From the
 18 interpleaded stake on file with the Clerk of the Court, BancInsure shall recover the
 19 sum of \$773,387.40 and First State Bank is entitled to recover the amount of
 20 \$1,500.00. Such amounts shall be payable on presentation by BancInsure and First
 21 State Bank, respectively, of this Judgment Pursuant to Stipulation to the Fiscal
 22 Department of the United States District Court for the Central District of
 23 California.

24 (ix) Unless expressly stated in this Judgment Pursuant to Stipulation, the
 25 Parties shall bear their own costs and attorneys' fees. However, if any legal action
 26 or other proceeding is brought for the enforcement of this Judgment Pursuant to
 27 Stipulation, the Permanent Injunction, the Settlement Agreement executed by the
 28 Parties, or because of an alleged dispute, breach, default or misrepresentation in

1 connection with any of their provisions, the prevailing party shall be entitled to
 2 recover, in addition to any other relief to which it may be entitled, reasonable
 3 attorneys' fees, fees and other costs incurred in that action or proceeding, but only
 4 to the extent they were incurred in connection with claims prevailed upon in the
 5 litigation by such prevailing party.

6 (x) This Judgment Pursuant to Stipulation shall be given preclusive effect,
 7 and is made on a "with prejudice" basis as to all claims, issues, and disputes that
 8 have arisen or could have arisen or have been alleged in this action.

9 (xi) The Court shall retain jurisdiction even after entry of this Judgment
 10 Pursuant to Stipulation to enforce the Permanent Injunction and the Settlement
 11 Agreement executed by the Parties, and to adjudicate claims relating to its
 12 violation.

13 (xii) Pursuant to the agreement of all of the Parties, in addition to all effects
 14 normally resulting from the entry this Judgment, this Judgment shall have the same
 15 force and effect as to the Parties as a Judgment entered by an Indonesian Court of
 16 competent jurisdiction;

17 (xiii) The parties waive any rights to appeal this Judgment Pursuant to
 18 Stipulation, including but not limited to the Permanent Injunction.

19 The Court specifically certifies that there is no just reason for delay of this
 20 Judgment Pursuant to Stipulation.

21
 22 SIGNED on this the 1st day of December, 2010.

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24 The Hon. Dale S. Fischer
 25 United States District Court for the Central
 26 District of California
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